

WAIVER AGREEMENT

This Waiver Agreement ("Agreement") is made between the Grand Traverse County Brownfield Redevelopment Authority (the "GTCBRA"), a Michigan public body corporate, and the City of Traverse City (the "City").

WHEREAS, the GTCBRA and the City have entered into a Development and Reimbursement Agreement dated March 2, 2020 in order to provide for the reimbursement of certain Eligible Activities as defined by Sec. 2(o) of Act 381, Public Acts of 1996, as amended, MCL 125.2652(o), or approved by the Michigan Department of Environment, Great Lakes, and Energy or the Michigan Economic Growth Authority as part of the Act 381 Work Plan.

WHEREAS, certain portions of Section 2.3 Indemnification of Indemnified Persons; 6.12 Limitation of Liability, and 6.13 Environmental Consultant or Contractor Insurance of the Development and Reimbursement Agreement provide that the City may be liable for the Environmental Consultant or Contractor's acts; that the City must obtain the Environmental Consultant or Contractor's written agreement to defend, indemnify, and hold the Indemnified Persons harmless and written acknowledgement that the Environmental Consultant or Contractor could be liable to the GTCBRA for certain damages; and that the City shall assure that the Consultant and any Contractors performing any part of the Eligible Activities shall obtain and maintain certain insurance.

WHEREAS, certain portions of Section 5.1 Conditions Precedent to GTCBRA's obligation to reimburse Eligible Activities expenses for the City's Development; 6.5 Regulatory Liaison and Data and Reports; 6.6 Other Agreements; and 6.7 Contractors provide that the City will provide advanced reporting of the project budget and the City's Consultants and Contractors provide contemporaneous communication services and reports, warranties and written acknowledgements.

WHEREAS the City has completed the work for the identified eligible activities but it did not fully comply with the requirements of Sections 2.3, 5.1, 6.5, 6.6, 6.7, 6.12, and 6.13.

WHEREAS, Section 9.4 of the Development and Reimbursement Agreement provides: "No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto."

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Waiver Agreement, the GTCBRA and City hereby enter into this Waiver Agreement and agree as follows:

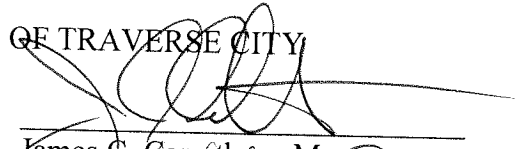
1. The parties agree to waive certain portions of Sections 2.3, 5.1, 6.5, 6.6, 6.7, 6.12, and 6.13 of the Development and Reimbursement Agreement dated March 2, 2020 insofar as they require the City to obtain written acknowledgement from the Environmental Consultant or Contractor of indemnification of or potential liability to the GTCBRA or other Indemnified Persons.
2. The parties agree to waive certain portions of Sections 2.3, 5.1, 6.5, 6.6, 6.7, 6.12, and 6.13 of the Development and Reimbursement Agreement dated March 2, 2020 insofar as they require the City to provide advanced reporting of the project budget, assure that the Consultant and any Contractors performing any part of the Eligible Activities shall obtain and maintain certain

insurance, provide contemporaneous communication services and reports, warranties and written acknowledgements.

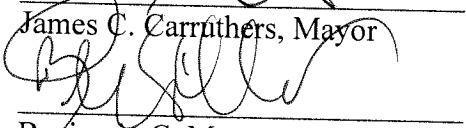
3. All other provisions of the Development and Reimbursement Agreement dated March 2, 2020 shall remain unchanged and in full force and effect including the City's obligation of indemnification provided in Section 2.3(a) and (b).

CITY OF TRAVERSE CITY

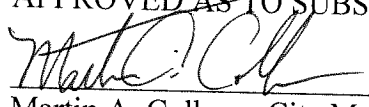
By:


James C. Carruthers, Mayor

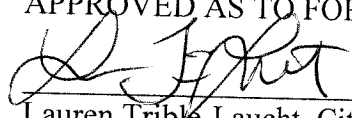
By:


Benjamin C. Marentette, City Clerk

APPROVED AS TO SUBSTANCE:


Martin A. Colburn, City Manager

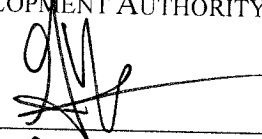
APPROVED AS TO FORM:


Lauren Tribble-Laucht, City Attorney

GRAND TRAVERSE COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY

By:

Its:


Gary L. Howe

GRAND TRAVERSE COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY

**DEVELOPMENT AND REIMBURSEMENT AGREEMENT
FOR THE EIGHTH AND BOARDMAN REDEVELOPMENT BROWNFIELD PLAN**

This Development and Reimbursement Agreement is made on March 2, 2020 between the City of Traverse City (the “City”) and the **GRAND TRAVERSE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY** (the “GTCBRA”), a Michigan public body corporate.

PREMISES

- A. The City is engaged in improving public infrastructure related to the redevelopment of the property south of Eighth Street and Boardman Avenue in Traverse City, Michigan, commonly known as the Eighth and Boardman Redevelopment (the “Development”), described in the attached Exhibit A, to be located on the property described on the attached Exhibit B (the “Property”).
- B. The GTCBRA has been formed pursuant to Act 381, Public Acts of Michigan, 1996, MCL 125.2651 et seq. (“Act 381”), to promote the revitalization, redevelopment, and reuse of certain property, including, but not limited to, contaminated, tax reverted, blighted, or functionally obsolete property. The GTCBRA has approved a Brownfield Plan that includes the Development and the Property is part of the Plan as amended (the “Plan”, attached as Exhibit C).
- C. Act 381 provides that a Brownfield Redevelopment Authority may establish a Brownfield Redevelopment Plan which pays for “eligible activities”, as that term is defined in Act 381, related to the remediation and redevelopment of “eligible property”, as that term is defined in Act 381.
- D. Act 381 provides that a Brownfield Redevelopment Authority may incur debt and expend funds to pay or reimburse a public or private person for costs of “eligible activities” attributable to “eligible properties”.
- E. The GTCBRA has determined in furtherance of its purposes and to accomplish its goals and Plan to finance certain “Eligible Activities” as defined by Act 381 and as described in the Brownfield Plan attached as Exhibit C.
- F. The Property is an “eligible property,” within the meaning of Act 381.
- G. The City has agreed to conduct certain Eligible Activities on the Property under the Brownfield Plan (Exhibit C).

H. Pursuant to the Plan and the Act 381 Work Plan, the GTCBRA will capture and retain 100% of the Tax Increment Revenues authorized by law to be captured from the levies imposed by taxing jurisdictions upon taxable property for the Property consistent with Act 381 and the Plan approved by the GTCBRA (the "Tax Increments"). Upon satisfaction of the conditions expressed in this Agreement, the GTCBRA will use the Tax Increment revenues as provided by law and as described in this Agreement.

In consideration of the premises and the mutual covenants contained in this Agreement, the City and the GTCBRA hereby enter into this Agreement and covenant and agree as follows:

ARTICLE 1.

Section 1.1 Definitions.

The following capitalized terms used in this Agreement shall have the following meanings, except to the extent the context in which they are used requires otherwise:

(a) "Act 381" means the Brownfield Redevelopment Financing Act ("BRA"), Act 381 of Michigan Public Acts of 1996, as amended, MCL 125.2651 et seq.

(b) "Agreement" means this Development and Reimbursement Agreement entered into between the GTCBRA and the City.

(c) "County" means the County of Grand Traverse, Michigan.

(d) "GTCBRA" means the Grand Traverse County Brownfield Redevelopment Authority, established by the County Commission on September 24, 1997, or its successors.

(e) "City" means the City of Traverse City.

(f) "Development" means the site work, construction, utilities, and equipment relating to the Property as described on attached Exhibit B.

(g) "Eligible Activities" means those response activities as defined by Sec. 2(o) of Act 381, Public Acts of 1996, as amended, MCL 125.2652(o), or approved by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) or the Michigan Strategic Fund (MSF) as administered by the Michigan Economic Development Corporation (MEDC) as part of the Act 381 Work Plan. Eligible Activities are identified in the 381 Work Plan as either "EGLE Eligible Activities" or "MEGA Eligible Activities".

(h) "Environmental Consultant" means the environmental consulting firm retained or hired by the City to fulfill certain obligations under this Agreement, including certain eligible activities set forth in the Act 381 Work Plan, but limited to only those Eligible Activities performed by City's Environmental Consultant, and specifically excludes all other activities

performed by other Environmental Consultants, Contractors, or subcontractors not acting on behalf of City performing activities on the Property.

(i) "Event of Default" means the failure of performance or breach by a party to carry out its obligations under this Agreement or, with respect to a party, if any representation or warranty of such party was materially not accurate when made, and such obligation has not been performed or such representation or warranty corrected within 30 days after written notice thereof has been given by the other party.

(j) "Indemnified Persons" means the County, the GTCBRA, and its Board members, officers, agents and employees.

(k) "Transaction Costs" means GTCBRA's costs, expenses, and liabilities related to the authorization, execution, administration, oversight, fulfillment of the GTCBRA's obligations under this the Agreement, which such items shall include, but not be limited to, direct or indirect fees and expenses incurred as a result of the application, amendments to the Plan, approvals of the Eligible Activities, printing costs, costs of reproducing documents, filing and recording fees, counsel fees, financial expenses, insurance fees and expenses, administration and accounting for the loan proceeds and tax increments revenues, oversight and review, and all other costs, liabilities, or expenses, related to preparation and carrying out or enforcing the Plan, the Act 381 Work Plan and this Agreement, or other related agreements with City, if any, and any other costs, charges, expenses, and professional and attorney fees in connection with the foregoing.

(l) "Maximum Cost of Eligible Activities" means the GTCBRA's maximum obligation to pay for the eligible activities and not to exceed the amounts set forth in the approved Act 381 Work Plan, as amended or supplemented.

(m) "Plan" means the Brownfield Redevelopment Plan, as defined under Act 381, and adopted November 15, 2017, as amended, and attached as Exhibit C.

(n) "Property" means the real property located in the County of Grand Traverse, State of Michigan, as described in attached Exhibit B. The Property and its description in Exhibit B may be amended by the parties to reflect any transfer of land after the execution of this agreement. Such a modification shall be by amendment of this agreement and shall be in writing signed by both parties.

(o) "Tax Increment Revenues" means tax increment revenues, as defined by Act 381, from all taxable real and personal property located on the Property during the life of the Plan.

(p) "Act 381 Work Plan" means the Work Plan approved by the GTCBRA, Michigan Strategic Fund/Michigan Economic Development Corporation (MSF/MEDC), and/or EGLE, as subsequently amended or supplemented.

(q) "Phase I Owner" means Envision Eighth Street, LLC or Commongrounds LLC, if Commongrounds LLC purchases Phase I of the Development.

(r) "Phase II Owner" mean Envision 8th Street Holdings, LLC.

Section 1.2 Number and Gender.

The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.

ARTICLE 2.

COVENANTS OF THE CITY

Section 2.1 Construction of Development.

The City shall proceed with the development and the obligations under this Agreement in its discretion. If it decides to do so, it shall proceed with due care and diligence and commence and complete the Eligible Activities and the Development in accordance with this Agreement, and in accordance with any applicable law, regulation, code and ordinance.

Section 2.2 Covenant to Pay Financial Obligations.

The Development will utilize the City's own funds and receive reimbursement from the GTCBRA (also referred to as "Debt Obligation") in accordance with the terms of this Agreement. Payments shall be made in accordance with Sec. 4.2 below.

It is anticipated that there will be sufficient available Tax Increment Revenues to meet the obligations under this Agreement. However, if for any reason the Development does not result in sufficient revenues to satisfy such obligations, the City agrees and understands that it will have no claim or further recourse of any kind or nature against the GTCBRA except from available captured tax revenues, and if for any reason the revenues are insufficient or there are none, then City assumes full responsibility for any such loss or cost.

It is expressly understood and agreed that the reimbursement (Debt Obligation) of the GTCBRA is subject to the following conditions:

- (a) Approval by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and/or the Michigan Economic Development Corporation (MEDC) Michigan Strategic Fund (MSF) Board and GTCBRA of (1) the Act 381 Work Plan, as amended or supplemented, or (2) of the Eligible Activity as qualifying for school tax capture; however, to the extent an Eligible Activity falls outside subparagraph 2.2 (a)(1) or (a)(2), then such Eligible Activity must be identified in the Act 381 Work Plan, as amended, and approved by the GTCBRA for local tax recapture to the extent authorized by Act 381.

- (b) The City shall provide written proof of waivers of liens by the environmental consultant, and any contractor or subcontractor providing services as described in this Agreement.
- (c) The GTCBRA shall only be obligated to reimburse Debt Obligation that has been reviewed and approved by the GTCBRA. Approval of the application and subsequent approvals of brownfield plans, work plans, or any other determination of eligibility in no way guarantees or establishes a right to reimbursement of expenditures through tax increment financing prior to review or approval of invoices. Expenditures must be documented to be reasonable for Eligible Activities by submission of invoices and other appropriate documentation. Reimbursement shall only occur pursuant to the terms and conditions of this Agreement, as well as the written policies and procedures of the GTCBRA for review and approval of invoices. All invoices for any Eligible Activities on the property must be submitted to the GTCBRA for its review within one year from the date of the invoice. While the GTCBRA may waive this requirement in its discretion for good cause shown, the GTCBRA shall be under no obligation to reimburse any invoice for an eligible activity that is not submitted in a timely fashion.
- (d) The City shall be reimbursed for its eligible activities related to its public infrastructure costs as provided in Paragraph 4.2 of this Agreement. The GTCBRA shall have no obligation to pay, and the City shall not be entitled to reimbursement for Eligible Activities, if there is insufficient Tax Increment Revenues generated from the Development to pay for the approved Eligible Activities during the duration of the Plan.

Section 2.3 Indemnification of Indemnified Persons.

- (a) The City shall defend, indemnify and hold the Indemnified Persons harmless from any loss, expense (including reasonable counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property caused by, related to or arising as a result of City's acts or omissions with respect to the Development to the full extent of the City's insurance policy or policies covering the Development. If any suit, action or proceeding is brought against any Indemnified Person, the Indemnified Person promptly shall give notice to the City and the City shall defend such Indemnified Person with counsel selected by the City, which counsel shall be reasonably satisfactory to the Indemnified Person. In any such proceeding, the Indemnified Person shall cooperate with the City and the City shall have the right to settle, compromise, pay or defend against any such claim on behalf of such Indemnified Person, except that the City may not settle or compromise any claim if the effect of doing so would be to subject the Indemnified Person to criminal penalties, unless such Indemnified Person gives its consent. The City shall not be liable for payment or settlement of any such claim or proceeding made without its consent.

- (b) The City also shall indemnify the Indemnified Persons for all reasonable costs and expenses, including reasonable counsel fees, incurred in successfully enforcing or pursuing any obligation of or claim against the City under this Agreement to the full extent of the City's insurance policy or policies covering the Development. To the extent that the enforcement of such obligation or claim involves a claim against City's Environmental Consultant who performs work or services under the terms or within the scope of this Agreement, the Environmental Consultant's agreement with the City shall be deemed to be a third party beneficiary contract in favor of the GTCBRA or any Indemnified Persons, but is limited to only those Eligible Activities performed by City's Environmental Consultant, and specifically excludes all other activities performed by other Environmental Consultants, Contractors, or Subcontractors performing Activities.
- (c) The City shall assure that to the extent an Environmental Consultant or Contractor provides services toward completion of any Eligible Activities, at a minimum, the Environmental Consultant or Contractor shall provide to the GTCBRA and the County proof of insurance set forth in Sec. 6.12 of this Agreement.
- (d) The City shall obtain written acknowledgment that the Environmental Consultant or any Contractor could be liable to GTCBRA for all damage, loss, injury or expense to the extent such person or entity's acts or omissions arising out of the performance of activities under this Agreement are actionable negligence or gross negligence, or constitute intentional misconduct; the Consultant or any Contractor shall be liable for contribution to GTCBRA for any such damage, loss, injury or expense of a third party arising out of such activities, notwithstanding Sec. 20128 of the NREPA, MCL 324.20128, for releases aggravated or proximately caused by the Environmental Consultant or Contractor. This paragraph shall not affect any other liabilities or remedies of the GTCBRA.
- (e) Notwithstanding any other provision of this Agreement, the City shall obtain its Environmental Consultant's and other Contractor's written agreements to defend, indemnify and hold harmless the Indemnified Persons against and from all liabilities, losses, damages, costs, expenses (including attorney fees), causes of action, suits, claims and demands for judgment, to the same extent as the City's indemnification provisions under this Section. This indemnity shall only apply to the Environmental Consultant or Contractor's actions, and the Consultant or Contractor shall have no obligation to indemnify, defend or hold harmless the Indemnified Persons for any loss, liability, claim, damage, cost or expense arising out of, related to or resulting from any activities performed by other Environmental Consultants or Contractors on or attributable to the Eligible Property.
- (f) The indemnity provisions shall survive the term of this Agreement.

- (g) Proof of insurance required in subparagraph (d), the written acknowledgment in subparagraph (e) and the written agreement(s) in subparagraph (f) shall be filed with the GTCBRA before any work begins or before any reimbursement under the terms of this Agreement.
- (h) A breach of the foregoing provisions of Sec. 2.3 at the option of GTCBRA constitutes, or will result in, a breach of this Agreement.

Section 2.4 The City's Repayment Obligation.

In the event any monies received by the City under this Agreement are determined to be outside the scope of Eligible Activities for the Development or not approved in accordance with this Agreement, the City shall not use and shall return such monies to the GTCBRA. If the monies have been already utilized for such improper purpose, the City shall repay such monies to the GTCBRA. In addition to any other remedies, GTCBRA shall have the right of set-off for return or repayment of such monies against its obligations under this Agreement.

Section 2.5 Deduction from City's Right to Reimbursement.

The City grants the GTCBRA the right to deduct or set off from any reimbursement obligation to City the costs incurred by the GTCBRA in the successful enforcement of the terms of this Agreement or other claims in the event of a breach or default of this Agreement by the City.

Section 2.6 Site Access.

The City shall grant to GTCBRA and the EGLE or MEDC/MSF Board, or their designated agents, access to any City controlled portion of the Property or public infrastructure locations in order for the GTCBRA, EGLE or MEDC/MSF to exercise their respective rights related to the purposes and pursuant to the terms of this Agreement. The GTCBRA shall give the City 24 hours written notice of its intent to access the Property whenever possible. If notice cannot be given due to an emergency or any other unforeseen circumstance, the GTCBRA shall give notice as is reasonable and practicable under the circumstances. The GTCBRA shall assure that any and all contractors, environmental consultants, and subcontractors which access the Property to perform work activities on its behalf have the policies of insurance and limits in place as those required in Sec. 6.12 of this Agreement and provide the City with proof of such insurance coverage upon request.

ARTICLE 3.

CONDITIONS PRECEDENT TO CITY'S OBLIGATION

Section 3.1 Conditions Precedent to City's Obligations to Construct the Development.

The obligations of City to complete Eligible Activities and construct the Public Infrastructure contributing to the Development, as contemplated herein, are subject to the following conditions precedent which must be satisfied by the GTCBRA as required herein, except as expressly provided in this Agreement or otherwise waived by the City:

- (a) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the City, the County or the GTCBRA is a party, or threatened against the City, the County or the GTCBRA contesting the validity or binding effect of this Agreement or the validity of the Plan, which could result in an adverse decision which would have one or more of the following effects:
 - (1) A material adverse effect upon the ability of the GTCBRA to collect and use Tax Increment Revenues to repay its obligations under this Agreement.
 - (2) A material adverse effect on the City's or the GTCBRA's ability to comply with the obligations and terms of this Agreement, the Plan, or the Act 381 Work Plan.
- (b) There shall have been no Event of Default by the GTCBRA and no action or inaction by the GTCBRA eventually which with the passage of time could become an Event of Default.
- (c) The GTCBRA shall have performed all of the terms and conditions to be performed by it pursuant to this Agreement.

ARTICLE 4.

COVENANTS OF THE GTCBRA

Section 4.1 Adoption of Plan.

The GTCBRA will adopt the Brownfield Plan and Act 381 Work Plan (and amendments as necessary) in accordance with Act 381 which will provide for reimbursement to the City of the City's Eligible Activity expenses that have been conducted, completed and approved in accordance with the scope and terms of this Agreement, Act 381, the Plan, and the Act 381 Work Plan, and approved by the GTCBRA pursuant to its written policies and procedures. These policies and procedures include, but are not limited to, the GTCBRA's standards for local tax incremental financing eligibility.

Section 4.2 Reimbursement of Expenses for Eligible Activities.

Upon the City's satisfactory completion of Eligible Activities described in Exhibit C and the Act 381 Work Plan, as amended or supplemented, pursuant to this Agreement, and approved by EGLE and/or MEDC/MSF Board and where applicable approved by the GTCBRA, the

GTCBRA shall reimburse the City subject to and in accordance with the terms set forth in this Agreement. The City shall have sole responsibility to pay the Environmental Consultant or other contractors or subcontractors for completion of such Eligible Activities and provide written waiver of any liens. Upon payment for such Eligible Activities, the GTCBRA shall reimburse the City for the amounts paid in accordance with this Agreement in the following order of priority:

- (a) First, to reimburse the GTCBRA for reasonable and actual administrative costs as provided in Act 381;
- (b) Second, to reimburse the Local Brownfield Revolving Fund for any Environmental Eligible Activities paid for by the Fund, based on an amortization of ten (10) years at 2.5% interest;
- (c) Third, to reimburse the Phase I Owner for those approved Eligible Activities expenses as provided in the July 27, 2018 Agreement with the Phase I and Phase II Owners up to a Maximum Cost of Eligible Activities of up to \$1,000,000 based on the following allocation of available TIF: Seventy five percent (75%) of Tax Increment Revenues generated by Phase I will be paid to the Phase I Owner for Eligible Activities approved for reimbursement pursuant to the July 27, 2018 Agreement with the Phase I and Phase II Owners , and twenty five percent (25%) will be paid to the City for the City's approved Eligible Activities; and
- (d) Fourth, to reimburse the Phase II Owner and the City for those approved Eligible Activities expenses as provided in the July 27, 2018 Agreement with the Phase I and Phase II Owners and this Agreement based on the following allocation of available TIF: Upon completion of Phase II of the development (defined as the completion of all construction activities and the issuance of a Certificate of Occupancy) and up until Phase I Eligible Activities are fully reimbursed, seventy five percent (75%) of Tax Increment Revenues generated by Phase II will be paid to the Phase II Owner for Eligible Activities approved for reimbursement pursuant to the Agreement with the Phase I and Phase II Owners, and twenty five percent (25%) will be paid to the City for the City's approved Eligible Activities.
- (e) After Phase I Eligible Activities are fully reimbursed, the balance of any Tax Increment Revenues generated by both Phase I and Phase II will be divided equally between the City and the Phase II Owner to pay for the Phase II Owner's and the City's Eligible Activities. If Phase I Eligible Activity costs have been fully reimbursed and Phase II is not completed, the City will receive the entire balance of any Tax Increment Revenues until Phase II Eligible Activities have been submitted and approved in accordance with this Section.
- (f) Last, to deposit additional funds into the GTCBRA's Local Site Remediation Revolving Fund.

If the City incurs any expenses or costs for any activities other than the Eligible Activities or the costs exceed the Maximum Cost of Eligible Activities as set forth in the Act 381 Work

Plan or approval of the GTCBRA, the City shall bear such costs without any obligation on the part of GTCBRA. If the costs of Eligible Activities set forth in the Act 381 Work Plan, as amended or supplemented, are less than such maximum cost, then the City shall have no further right of reimbursement beyond its actual costs.

Section 4.3 GTCBRA or Contract Manager Oversight.

The GTCBRA may retain the services of a qualified contract manager to exercise oversight of the City and its Environmental Consultant, Contractors, or subcontractors for purposes of assuring that the activities, invoices and accounting by the City are fair, reasonable, and constitute eligible activities within the meaning and scope of this Agreement, the Plan, the Act 381 Work Plan, and Act 381. The City shall provide to the Director and its Contract Manager access to data, reports, sampling results, invoices, and related documents reasonably necessary to fulfill the exercise of such oversight. It is expressly understood that GTCBRA has no right to control or to exercise any control over the actual services or performance by the City of the Eligible Activities, except as to assurance that the City has met the conditions and requirements of this Agreement.

Section 4.4 Limitation of Obligations and Liabilities to Third Persons or Parties.

The GTCBRA and County of Grand Traverse shall have no liability to the City under this Agreement except to reimburse the City for its Eligible Activities in accordance with the Act 381 Work Plan that have been approved by the EGLE, MEDC/MSF Board and the GTCBRA as provided by law and under the terms of this Agreement. No other obligation or liability of GTCBRA to the City or any third person or party is created by this Agreement, except as stated herein.

ARTICLE 5.

CONDITIONS PRECEDENT TO GTCBRA'S OBLIGATIONS

Section 5.1 Conditions Precedent to GTCBRA's obligation to reimburse Eligible Activities expenses for the City's Development.

The obligations of the GTCBRA to reimbursement of costs to the City for completion of Eligible Activities expenses as contemplated herein shall be subject to the following conditions precedent which must be satisfied by the City as required herein, except as expressly provided in this Agreement or otherwise waived in writing by the GTCBRA. It is expressly agreed that the GTCBRA makes or gives no assurance of payment to the City by the mere fact that an eligible activity or a dollar amount for such activity is identified in the Work Plan, or as hereafter supplemented or amended, and that its designated contract manager shall have the right to review and approve all written summaries of and invoices for Eligible Activities for the reasonableness of services performed by any Consultant under this Agreement. However, so long as an eligible activity by the City has been approved and is authorized by Act 381 and has been completed and

approved in accordance with the following procedure and this Agreement, City shall be entitled to reimbursement of its Eligible Activities expenses.

- (a) Before commencing work on each stage of Eligible Activities and pursuant to the policies adopted by the GTCBRA, the City or their designee will present a project budget for each stage to the GTCBRA Director at least two weeks prior to the next regular meeting of the GTCBRA. The project budget will be submitted at each of the following stages of the Eligible Activities: BEA activities; due care 7(a) obligations; and additional response activities and, if applicable, lead and asbestos abatement, demolition, site preparation and infrastructure; and will contain detailed line item cost estimates. Alternatively, the City may submit project budgets for multiple stages of the Eligible Activities at one or more points in time at least two (2) weeks prior to commencement of any stage included in the budget submitted.
- (b) The City shall submit invoices of its expenses and a written statement demonstrating a factual basis that it has completed any Eligible Activities to the GTCBRA Director, for preliminary review and approval, within 30 days of City's payment of invoice. Pursuant to Sec. 2.2, above, the GTCBRA shall not have any obligation to reimburse any invoice that is submitted to the Authority later than one year after the original invoice date, regardless of when payment on the invoice was made. Within 14 days of receipt of the invoice, the GTCBRA Director shall review the invoice to determine the reasonableness of the invoice and activity as eligible, and recommend approval or denial of the invoice, in part or in full, at a meeting of the GTCBRA. Invoices shall be submitted to the GTCBRA for approval or denial within 45 days of their receipt. Invoices approved at the GTCBRA meeting shall be paid by GTCBRA within 30 days of that meeting so long as tax increment revenues (TIR) are available. In the event of an objection to the invoice, the GTCBRA Director will notify the City, and the City shall meet with the GTCBRA Director and resolve or cure the objection. If the GTCBRA does not authorize payment on an invoice, then there shall be no obligation on the part of the GTCBRA to pay the invoice. This provision shall not be construed as a waiver the City's right to exercise any remedies it may have with respect to denial of a payment authorization by the GTCBRA.
- (c) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the City, the County or the GTCBRA is a party, or threatened against the City, the County or the GTCBRA contesting the validity or binding effect of this Agreement or the validity of the Plan or which could result in an adverse decision which would have one or more of the following effects:
 - (1) A material adverse effect upon the ability of the GTCBRA to collect and use Tax Increments to pay the obligations.
 - (2) A material adverse effect upon the ability of the City to conduct Eligible Activities.

- (3) Any other material adverse effect on the City's or the GTCBRA's ability to comply with the obligations and terms of this Agreement, or the Plan.
- (d) There shall have been no Event of Default by the City and no action or inaction by the City eventually which with the passage of time would likely become an Event of Default.
- (e) The City shows it is owner of the Property or has the right to use the Property, and the City is not in default on any contract or other agreement relating to its City' ownership, development, or use of the Property.
- (f) Proper approvals required under applicable federal and state laws or regulations, and local ordinances, codes or regulations for land uses for the Development have been issued to the City.
- (g) The City has consent of any affected utility for relocation, burial or the activity to accomplish the Eligible Activities.
- (h) The City retains an Environmental Consultant, contractor, or subcontractor to advise, conduct, or complete the Eligible Activities related to the Pay-As-You-Go obligations as set forth in this Agreement.
- (i) There is no change in law which would have one or more of the effects described above.
- (j) If for any reason the City is unable to obtain title to the Property, the GTCBRA is not obligated to perform any of the terms of this Agreement.

ARTICLE 6.

CITY'S ENVIRONMENTAL CONSULTANT, CONTRACTOR, OR SUBCONTRACTOR RESPONSIBILITIES

Section 6.1 Eligible Activities and Due Care Obligation.

The City will contract with a competent and qualified Environmental Consultant ("Consultant") or other competent and qualified contractors or subcontractors ("Contractors") to conduct and complete certain Eligible Activities set forth in this Agreement and as set forth in the Act 381 Work Plan, as amended or supplemented, but limited to only those Eligible Activities performed by City's Environmental Consultant, Contractors, or Subcontractors, and specifically excludes all other activities performed by other environmental consultants, contractors, or subcontractors performing activities retained by the GTCBRA or another third party.

Section 6.2 Permits.

The Consultant or Contractors shall examine all permits and licenses pertaining to certain Eligible Activities on the Property to determine whether all permits and licenses required to be issued by any governmental authority on account of certain Eligible Activities on the Property for the Development have been obtained or issued and are in full force and effect, and whether the Eligible Activities are in compliance with the terms and conditions of such permits and licenses, but is limited to only those Eligible Activities performed by City's Environmental Consultant, and specifically excludes all other activities performed by other Environmental Consultants, Contractors, or Subcontractors performing Activities on the site.

Section 6.3 ASTM and Industry Standards.

The Environmental Consultant, or Contractors shall perform all services and Eligible Activities under this Agreement in accordance with any applicable ASTM or other industry standards.

Section 6.4 Other Services Performed for City.

It is expressly understood that GTCBRA is not responsible for payment or reimbursement of any services for or expenses incurred by the Consultant and/or City that are not within the scope of or in accordance with all of the terms, conditions and provisions of this Agreement. This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties; specifically, this Agreement shall not be construed to create any third-party beneficiary contract or claim.

Section 6.5 Regulatory Liaison and Data and Reports.

If applicable, the Consultant will provide communication services and attend meetings with the EGLE as it relates to those Eligible Activities performed by City's Environmental Consultant, and specifically excludes all other activities performed by other Environmental Consultants, Contractors, or Subcontractors performing activities. Consultant or Contractors shall:

- (a) Submit reports and test results first to the City, and shall submit documents to the GTCBRA Director within 5 business days thereafter.
- (b) Make known the provisions of this subparagraph to all contractors and subcontractors, who shall be bound by the confidentiality provisions of this Agreement.
- (c) Submit any such written reports marked "DRAFT FOR DISCUSSION PURPOSES ONLY." To the extent the GTCBRA or its designated agent reviews or receives a document marked "confidential," it shall be kept confidential except as prohibited by the Freedom of Information Act or other law or regulation.

- (d) Disclose on request to the GTCBRA Director all data, reports and test results generated by the Consultant within the scope of this Agreement.

Section 6.6 Other Agreements.

The City covenants that it will obtain a warranty from the Consultant that it is not a party to any other existing or previous agreement which would adversely affect the Consultant's ability to perform the services with respect to the Eligible Activities.

Section 6.7 Contractors.

If the City hires any Environmental Consultant or Contractor, or retains any person, firm or corporation to perform services related to Eligible Activities under this Agreement, the City shall first secure the written acknowledgment from such party that such party is not and shall not be or act as an agent or employee of the GTCBRA, nor assume or create any duty, commitment or obligation on behalf of nor bind the GTCBRA in any respect whatsoever. A copy of such written acknowledgment shall be provided to GTCBRA.

Section 6.8 Non-Discrimination Clause.

Neither the City, Consultant, nor any ("Contractors") shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of this Agreement.

Section 6.9 Independent Contractor.

The Consultant and any Contractors shall perform its services under this Agreement entirely as an independent contractor, and shall not be deemed an agent, employee or legal representative of the GTCBRA. The GTCBRA and the Consultant and any Contractor shall each have and maintain complete control over all its employees, agents and operators. Facts or knowledge of which the Consultant or Contractor becomes aware shall not be imputed to the GTCBRA without communication to and receipt by managerial officials or employees of the GTCBRA. The Consultant or any Contractor has no authority to assume or create, and will not assume or create, any commitment or obligation on behalf of the GTCBRA in any respect whatsoever. Further, the Consultant or any Contractor shall exercise its independent judgment for the services provided in this Agreement.

Section 6.10 Disposal of Hazardous Waste.

In the event that samples or other materials contain substances classified as "hazardous waste" under state or federal law ("Hazardous Waste"), the City or its agent shall, under a manifest signed by the City, its agent, or a third party as the generator, have such samples

transported for final disposal to a facility licensed to accept Hazardous Waste. It is expressly understood that the GTCBRA has no oversight or other control or authority over disposal of Hazardous Waste under the terms of this paragraph.

Section 6.11 Compliance With Laws.

While on the Property, the City, the Consultant, and any Contractor shall impose work orders on its employees, agents and subcontractors which are designed to assure that they comply with all applicable federal, state and local laws and regulations (including occupational safety and environmental protection statutes and regulations) in performing services under this Agreement, and shall comply with any directions of governmental agencies relating to site safety, security, traffic or other like matters, but limited to only those Eligible Activities performed by City's Environmental Consultant, and specifically excludes all other activities performed by other Environmental Consultants, Contractors, or Subcontractor performing activities.

Section 6.12 Limitation of Liability.

- (a) Defend, Indemnify and Hold Harmless. Notwithstanding any other provision of this Agreement, the City shall obtain Consultant's written agreement to defend, indemnify and hold the Indemnified Persons harmless against and from any loss, expense (including reasonable counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property caused by, related to or arising as a result of Consultant's or Contractor's acts or omissions, including:
 - (1) Those which the GTCBRA may sustain as a result of the failure of the Consultant to comply with the provisions of this Agreement; and/or
 - (2) Those which result from or arise out of any acts or omissions, negligent or otherwise, of the Consultant's employees, agents, contractors, or subcontractors in the performance of the work specified in this Agreement.
 - (3) This indemnity shall only apply to the Consultant or Contractor's actions, and the Consultant or Contractor shall have no obligation to indemnify, defend or hold harmless the Indemnified Persons for any loss, liability, claim, damage, cost or expense arising out of, related to or resulting from any activities performed by other environmental Consultants, Contractors, or Subcontractors on the Property.
- (b) Contribution. The City shall obtain written acknowledgment that the Consultant and any Contractor, could be liable to the GTCBRA for all damage, loss, injury or expense to the extent such person or entity's acts or omissions arising out of the performance of activities under this Agreement are actionable negligence or gross negligence, or constitute intentional misconduct; the Consultant and any

Contractor, shall be liable for contribution to the GTCBRA for any such damage, loss, injury or expense of a third party arising out of such activities, notwithstanding Sec. 20128 of the NREPA, MCL 24.20128, for releases aggravated or proximately caused by the Consultant. This paragraph shall not affect any other liabilities or remedies of the GTCBRA, but is limited to only those eligible Activities performed by the City's Environmental Consultant, and specifically excludes all other activities performed by other Environmental Consultants, Contractors, or Subcontractors performing activities.

- (c) Survivorship of Covenants. Any Consultant's or Contractor's, indemnity, hold harmless and release shall survive the termination of this Agreement and the Consultant's agreement with the City, but is limited to only those Eligible Activities performed by the City's Environmental Consultant, and specifically excludes all other activities performed by other Environmental Consultants, Contractors, or Subcontractors performing activities.
- (d) The written agreement in subparagraph (a) of this section and written acknowledgment in subparagraph (b) shall be filed with the GTCBRA before any work begins or before any reimbursement under the terms of this agreement.

Section 6.13 Environmental Consultant or Contractor Insurance.

The City shall assure that the Consultant and any Contractors performing any part of the Eligible Activities covered by this Agreement shall obtain and maintain the following policies of insurance:

- (a) Worker's Compensation and Occupational Disease Insurance in the amounts required under the laws of the State of Michigan;
- (b) Comprehensive General Liability and Automobile Insurance for bodily injury, death or loss or damage to property or third persons in the minimum amount of at least one million (\$1,000,000.00) per occurrence, which policy shall name the GTCBRA and the County as additional insured to the extent of the indemnity provided in paragraph 6.12.
- (c) Pollution or Environmental Impairment Insurance in the amount of at least one million (\$1,000,000.00) per occurrence.
- (d) As to the Consultant only, Professional Liability Insurance in the minimum amount of one million (\$1,000,000.00) per occurrence.
- (e) The City shall furnish to GTCBRA a certified copy of such policies within 30 days of the date of the commencement of the Eligible Activities and the period of coverage shall commence with the date of performance of the first Eligible Activity. The limits of insurance shall not be construed as a limitation on the

Consultant's, Contractor's, or Subcontractor's liability for damages, costs or expenses under this Agreement.

- (f) Upon showing of no or minimal environmental impairment risk with respect to the activities to be performed by any specific Contractor, the City may request in writing a reduction of the amount of coverage in subparagraph (b) to five hundred thousand dollars (\$500,000); upon the same showing, the City may also request as to a specific Contractor a waiver of the Environmental Impairment Insurance required by subparagraph (c). The GTCBRA will provide written documentation in the event it approves of such a request, which shall be treated as an amendment to this Agreement effective on the date of such written approval.

ARTICLE 7.

REPRESENTATIONS AND WARRANTIES

Section 7.1 Representations and Warranties of the GTCBRA.

The GTCBRA represents and warrants to the City that:

- (a) GTCBRA is a public body corporate, established pursuant to Act 381, with all necessary corporate powers pursuant to Act 381 to enter into and perform this Agreement.
- (b) The execution and delivery of this Agreement has been duly authorized by all requisite action on the part of the GTCBRA, and this Agreement constitutes a valid and binding agreement of the GTCBRA enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or thereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

Section 7.2 Representations and Warranties of the City.

The City represents and warrants to the GTCBRA that:

- (a) The City is a Michigan Municipality with power under the laws of such state to carry on its business as now being conducted and has the power and authority to consummate the transactions contemplated under this agreement by the City.
- (b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the City, and this Agreement constitutes a valid and binding agreement of the City in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws

affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

- (c) The City warrants that it will comply with all obligations, covenants and conditions required of it or its agents, Environmental Consultants or Contractors under the terms of this Agreement.
- (d) The City shall comply with all due care obligations under Sec. 7a of Part 201 of the NREPA.
- (e) The City has not made any misrepresentation of fact in the inducement or in the performance or administration of this Agreement.

ARTICLE 8.

DEFAULT, REMEDIES, AND TERMINATION

Section 8.1 Remedies Upon Default.

Upon the occurrence of an Event of Default, the non-defaulting party may terminate this agreement by giving written notice to the defaulting party, and the defaulting party shall have 28 days to cure the default. If the default is not cured within this time period, then the non-defaulting party shall have the right to terminate this Agreement or, at the election of such non-defaulting party, may obtain any form of relief permitted under this Agreement, and any applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific performance of a court of competent jurisdiction. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon default. The prevailing party shall be entitled to an award of reasonable costs and attorney fees in addition to the relief obtained.

ARTICLE 9.

MISCELLANEOUS

Section 9.1 Term.

The term of this Agreement shall commence on the date first written above and shall expire upon payment in full of the GTCBRA's obligations under the Debt Obligation.

Section 9.2 Assignment.

Neither this Agreement nor any of the rights or obligations contained within it may be assigned or otherwise transferred by the City, nor shall the benefits of this Agreement inure to the benefit of any trustee in bankruptcy, receiver or creditor of the City, whether by operation of law or otherwise, without the prior written consent of the GTCBRA which will not be unreasonably withheld. Any attempt to assign or transfer this Agreement or any of its rights without such written consent shall be null and void and of no force or effect, and a breach of this Agreement.

Section 9.3 Notices.

All notices, certificates or communications required or permitted by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to GTCBRA:

Heidi Scheppe, Treasurer
Anne Jamieson, GTCBRA Brownfield Consultant
Grand Traverse County Brownfield Redevelopment Authority
400 Boardman Avenue
Traverse City, MI 49684

With a copy to:

Attorney Scott Howard
Attorney Lydia Barbash-Riley
Olson, Bzdok & Howard, P.C.
420 E Front Street
Traverse City, MI 49686

If to the City:

Martin A. Colburn, City Manager
Bill Twietmeyer, City Treasurer
400 Boardman Avenue
Traverse City, MI 49684

With a copy to:

Lauren Tribble-Laucht, City Attorney
400 Boardman Avenue
Traverse City, MI 49684

or to such other address as such party may specify by appropriate notice.

Section 9.4 Amendment and Waiver.

No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 9.5 Entire Agreement.

This Agreement contains all agreements between the parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in this Agreement.

Section 9.6 Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 9.7 Captions.

The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 9.8 Applicable Law.

This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 9.9 Mutual Cooperation.

Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement and with any individual, entity or governmental agency involved in or with jurisdiction regarding the purposes of this Agreement. Each party to this Agreement shall execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement, including, but not limited to, such documents or agreements as may be required by the City's lenders with respect to the Project to secure the City's financing from such lenders.

Section 9.10 Binding Effect.

This Agreement shall be binding upon the parties hereto, and in the event of assignment under Sec. 9.2 upon their respective successors, transferees, and assigns. The City shall provide written notice prior to transfer or assignment of the City's interest to any subsequent purchaser and assign of the existence of this Agreement.

Section 9.11 No Waiver.

No waiver by either party of any default by the other party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

Section 9.12 Survival of Covenants.

Except for the financial obligations, the covenants and provisions shall survive the term of this Agreement.

Section 9.13 No Third-Party Beneficiaries.

This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Environmental Consultant, Contractors, or any third parties. This Agreement shall not be construed to create any third-party beneficiary contract or claim, and the parties intend there to be no third-party beneficiaries.

Section 9.14 Disputes.

The parties acknowledge and agree that any disputes arising under this Agreement shall be resolved by a court of competent jurisdiction sitting in Grand Traverse County, Michigan.

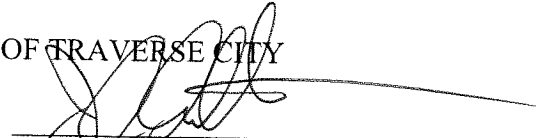
Section 9.15 Digital Signatures.

The parties acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties to this Agreement.

IN WITNESS WHEREOF, the GTCBRA and the City have caused this Agreement to be duly executed and delivered as of the date first written above.

CITY OF TRAVERSE CITY

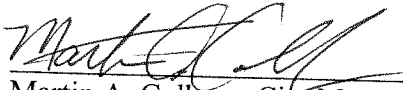
By:


James C. Carruthers, Mayor

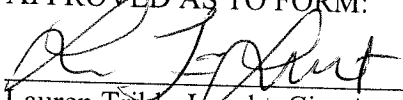
By:


Benjamin C. Marentette, City Clerk

APPROVED AS TO SUBSTANCE:


Martin A. Colburn, City Manager

APPROVED AS TO FORM:


Lauren Tribble-Laucht, City Attorney

GRAND TRAVERSE COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY

By: _____

Its: _____

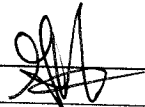

Gary L. Howe

Exhibit A
“Development”

The project contemplates a mixed-use development that will include completion of Eligible Activities in accordance with the Brownfield Plan.

Exhibit B
"Property"

Parcel Number	Address	Description	Qualifying Status
51-110-001-00	400 E EIGHTH ST	LOT 1, HL & CO'S 8TH ADD., ALSO THT PRT OF LOT 1 SEC 10 T27N R11W COMM AT THE NW CORNER OF LOT 1, HANNAH, LAY & CO'S 8TH ADD; TH W 99 FT ALG THE S LINE OF 8TH ST; TH S 20 FT; TH W TO E SHORE OF BOARDMAN RIVER, TH SELY ALG SHORE TO A POINT S OF POB; TH N TO POB. EXCEPT RIPARIAN AND FLOWAGE RIGHTS. Split on 07/20/2018 into 28-51-110-001-01, 28-51-110-001-02;	PART 201 FACILITY
51-646-001-00	408 E EIGHTH ST	W 35 FT OF LOT 2 HANNAH LAY & CO'S 8TH ADD	ADJACENT
51-646-002-00	414 E EIGHTH ST	E 31 FT OF LOT 2 & ALL OF LOT 3 EXCEPT THE E 40 FT THEREOF. HANNAH LAY & CO'S 8TH ADD.	ADJACENT
51-646-003-00	416 E EIGHTH ST	E 40 FT OF LOT 3 HANNAH LAY & CO'S 8TH ADD	PART 201 FACILITY



<p>Eighth and Boardman Redevelopment Brownfield Plan</p>	<p>Figure 2: Eligible Property Boundaries</p>
<p>Grand Traverse County Brownfield Redevelopment Authority</p>	<p>Date: July 2017</p>

Exhibit C

**Brownfield Plan
Eighth and Boardman Redevelopment
Traverse City, Grand Traverse County, Michigan**

July 2017

**Approved by Grand Traverse County
Brownfield Redevelopment Authority: August 30, 2017**

**Concurrence by City of Traverse City
Commission: November 6, 2017**

Public Hearing: November 15, 2017

**Approved by Grand Traverse County
Board of Commissioners: November 15, 2017**

Prepared by:

**Mac McClelland, Manager – Brownfield Redevelopment
Otwell Mawby, P.C.
309 E. Front Street
Traverse City, Michigan 49684
mac@otwellmawby.com
231.633.6303
www.otwellmawby.com**

**Brownfield Plan
Eighth and Boardman Redevelopment
Traverse City, Michigan**

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Project Summary

Envision Eighth Street, LLC, a Traverse City, Michigan-based company, is proposing to redevelop a dilapidated office property located in Traverse City at Eighth Street and Boardman Avenue into a mixed-use commercial, retail and residential development that is a critical first step and sets the tone for future development to realize the community vision for the Eighth Street corridor.

The project is a unique public/private partnership in collaboration with the City of Traverse City, Homestretch, and other community partners to redevelop an underutilized parcel that will provide a number of public benefits for Traverse City and Grand Traverse County, including workforce housing, increased access and reducing stormwater discharge to the Boardman River, and providing for Eighth Street improvements.

The project will be constructed in two phases. The first phase will include a 24,000 square-foot, three-story building with retail/commercial uses at street level and 12 residential units, with underground parking on the east portion of the property. The second phase will include a 36,000 three story building, with retail/commercial at street level and 18 residential units, with underground parking. The proposed project includes two north-south pedestrian access nodes between Eighth Street and the Boardman River, a canoe/kayak launch, and an easement for extension of the City Riverwalk system.

While not considered blighted or abandoned, the site is covered with asphalt and cracked concrete, with no streetscape or sense of place. Storm water is currently diverted directly into the Boardman River, resulting in the discharge of materials and potential pollutants, and increasing water temperatures. The proposed project is located at a strategic and highly visible intersection of this important corridor, and will provide the anchor for future Eighth Street redevelopment.

Project Name: Eighth and Boardman Redevelopment

Project Location: The Eligible Property is comprised of four adjacent parcels, and is located on the south-side of the T-intersection of Eighth Street and Boardman Avenue in Traverse City, Michigan; with the following street addresses and Parcel Identification Numbers:

- 400 East Eighth Street; 51-110-001-00
- 408 East Eighth Street; 51-646-001-00
- 414 East Eighth Street; 51-646-002-00
- 416 East Eighth Street; 51-646-003-00

Type of Eligible Property:

Part 201 Facility

Eligible Activities:

Baseline Environmental Assessment, Due Care, and Additional Response Activities, Lead and Asbestos Abatement, Demolition, Site Preparation, Infrastructure

Eligible Activity Costs:

Developer	\$3,282,463	Environmental/Non-Environmental
	<u>\$751,653</u>	Interest
	\$4,068,787	Developer Total
City	\$3,490,000	Non-Environmental
	<u>\$1,693,585</u>	Interest
	\$5,183,585	City Total
	\$9,252,372	Total
	\$100,000	Administrative and Operating Cost
	<u>\$592,346</u>	State Brownfield Fund
	\$9,944,717	Total Capture

Years to Complete**Eligible Activities Payback:** 30 years**Estimated****Investment:** \$10,000,000**Annual Tax Revenue****Before Project (2015):** \$25,021**Estimated Annual Tax****Revenue in First Year****After Project Obligation:** \$434,803

BROWNFIELD PLAN
EIGHTH AND BOARDMAN REDEVELOPMENT
CITY OF TRAVERSE CITY, GRAND TRAVERSE COUNTY, MICHIGAN

GRAND TRAVERSE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

Introduction

Act 381, P.A. 1996, as amended, was enacted to promote the revitalization, redevelopment and reuse of contaminated, tax-reverted, blighted, functionally obsolete or historically designated property through incentives adopted as part of a Brownfield Plan. The Brownfield Plan outlines the qualifications, costs, impacts, and incentives for the project.

The Brownfield Plan must be approved by the county brownfield redevelopment authority established under Act 381 and the county board of commissioners, with the concurrence of the local government in which the project is located in order to take effect. The Michigan Department of Environmental Quality (MDEQ) must approve the Environmental (“Department Specific”) Eligible Activities, with the exception of Baseline Environmental Assessment activities and Due Care Investigation and Planning; and the Michigan Strategic Fund (MSF) must approve Non-Environmental Eligible Activities if state taxes are to be captured. Recent amendments to Act 381 renamed Environmental Eligible Activities to “Department Specific” Activities and added other environmentally related eligible activities that fall outside of Part 201 regulations for soil and groundwater contamination, including removal and closure of underground storage tanks, solid waste disposal, dust control, removal and disposal of contaminated sediments, industrial cleaning, sheeting and shoring for certain excavations, and lead, mold, and asbestos abatement that pose an imminent threat to human health. This Brownfield Plan refers to only Environmental Eligible Activities for clarity, since none of these additional activities are not included in this Brownfield Plan.

The Grand Traverse County Commission established the Grand Traverse County Brownfield Redevelopment Authority under the procedures required under Act 381 in 1997.

This Brownfield Plan is for the redevelopment of the property at the south corner of Eighth Street and Boardman Avenue in the City of Traverse City, Grand Traverse County, Michigan, consistent with

Act 381. The Brownfield Plan describes the public purpose and qualifying factors for determining the site as an Eligible Property, the Eligible Activities and estimated costs, the impacts of tax increment financing, and other project factors. The Brownfield Plan includes Environmental Eligible Activities and Non-Environmental Eligible Activities.

Public Purpose **MCL 125.2664(5):**

The Eighth and Boardman Redevelopment project envisions the redevelopment of Brownfield Eligible Property into a mixed-use commercial and residential project consisting of two buildings, along with a myriad of public improvements and environmentally sustainable investments to improve storm water discharge into a public waterway.

The project includes a number of key components to support community goals and objectives:

Eighth Street Corridor Plan: Hundreds of Traverse City residents contributed countless hours to reach a consensus vision for the redevelopment of Eighth Street. The new plan for Eighth Street envisions a three-lane roadway with protected bicycle lanes and sidewalks, raised pedestrian crossings, and extensive street- and land-scaping. Getting the project completed will take years, *and the cooperation and financial contribution of the private sector.*

Envision Eighth Street, LLC proposes a redevelopment at Eighth Street and Boardman that embraces and reflects the vision's guiding principles. Buildings will be constructed at the zero lot line, curb cut access to the property will be reduced from three to one, and the development will incorporate green design with low impact stormwater systems, green space, and energy efficient construction.

Eighth Street Improvement: In addition to reflecting the Eighth Street Corridor Plan vision for private property development, the developer is providing a 3-foot easement on Eighth Street to provide for implementation of the preferred Eighth Street design, including separate bike lanes. The

3-foot easement along 300 feet of Eighth Street equates to 900 square feet that could otherwise be part of the developed space, but is being dedicated by the developer for public use.

Importantly, the proposed Brownfield Plan will include Eighth Street reconstruction from Boardman Avenue to Wellington Street as an Eligible Activity for reimbursement from tax capture generated by the private redevelopment.

Boardman River Public Access: The proposed project site plan includes a north-south pathway between Eighth Street and the Boardman River to provide direct public access to the river, and a canoe/kayak launch constructed and maintained by the developer. In addition, the developer is providing an easement along the west portion of the property (the City has fee simple ownership of the eastern river frontage) for the future extension of the City Riverwalk. The Riverwalk extension is also included as an Eligible Activity in the Brownfield Plan to be reimbursed from the future incremental taxes generated by the project.

Workforce Housing: Envision Eighth Street, LLC is committed to provide affordable options for downtown housing as part of the redevelopment. They have agreed to lease the residential floor in Phase I for workforce housing. The balance of the residential units in Phase II will be offered as rental units at market rate or less, with a focus on smaller affordable units.

Sustainable Development: Envision Eighth Street, LLC is collaborating with the Watershed Center and SEEDS to ensure that thoughtful, sustainable design solutions are included in the development. The Watershed Center and SEEDS is contributing their considerable expertise to ensure that the project fosters a sense of place built to a human scale with important sustainable features, including:

- An innovative low impact design for stormwater management comprised of bio-swales and rain gardens to manage stormwater on-site. The current system drains parking lot runoff from a catch basin directly into the river without filtration to remove sediments. A conceptual stormwater management control improvements design is attached.

- Installation of a green roof system that will manage stormwater over the roof area, provide wildlife habitat, reduce urban heat loads, and provide an urban garden for the rooftop gathering area.
- The design allocates an aesthetic greenspace at the west end of the property that will contribute to the sense of place, invite pedestrians down the pathway to the river, and help to calm busy traffic on Boardman Avenue.
- The project is proposing less parking than standard ratios, encouraging walkability and providing additional amenities.
- The developer supports the City's resolution to transition to be carbon neutral by 2050, with energy efficient design and consideration of renewable energy sources.

The redevelopment of the Eligible Property is anticipated to include over \$10 million of investment in a strategically located property that is the focal point at the center of the community's effort to revitalize the Eighth Street corridor. The redevelopment of the property will provide a new gateway to the Boardman River at this critical employment node, allowing workers and recreationalist to enjoy easy viewing and access to the river. The redevelopment will provide jobs, increase tax base, stimulate additional private and public investment, facilitate the community's redevelopment goals for the Eighth Street corridor, open up access to the Boardman River, and provide much needed affordable housing at workforce rates in an important downtown location.

The project will add to the local and state tax base. When completed, property taxes are estimated to total over **\$434,000** per year (following the retirement of Brownfield obligations) with 44.1% of these revenues going to the State of Michigan and 55.9% to local taxing jurisdictions.

Description of Project and Plan Costs MCL 125.2663(2)(a):

The Eligible Property is comprised of four parcels, and is adjacent and south of the Eighth and Boardman intersection in Traverse City along the shore of the Boardman River. The City of Traverse City and two non-profit organizations – Homestretch, an affordable housing advocate, and SEEDS an

environmental consultancy specializing in sustainable development – are collaborating in the redevelopment.

The project will be constructed in two phases. The first phase will include a 24,000 square-foot, three-story building with retail/commercial at street level and 12 residential units, with underground parking on the east portion of the property. The second phase will include a 36,000 three story building, with retail/commercial at street level and 18 residential units, with underground parking. The proposed project includes two north-south pedestrian access nodes between Eighth Street and the Boardman River, a canoe/kayak launch, and an easement for extension of the City Riverwalk system.

The location of the redevelopment in this location will facilitate transformational development in the Eighth Street corridor in Traverse City, and is anticipated to spur significant spin-off development of adjacent properties throughout corridor.

MDEQ Environmental Eligible Activities include:

- Baseline Environmental Assessment Activities, including Phase I and Phase II Environmental Site Assessments, Baseline Environmental Assessment;
- Due Care Activities including additional investigation, Due Care Plan, installation of protective barriers, and removal of contaminated soil during development; and
- Additional Response Activities including evaluations, interim response activities, and dial action.

MSF Developmental Eligible Activities include:

- Lead and Asbestos Abatement
- Site and Building Demolition
- Site Preparation; and
- Infrastructure, including road improvements, riverwalk, canoe/kayak launch, underground parking, low impact design stormwater systems

Other Eligible Activities include:

- Brownfield Plan and Act 381 Work Plan development and approval; and
- Administrative and operating costs of the GTCBRA with local tax capture only.

Brownfield Plan Eligible Activities Cost

Eligible Activities	Estimated Cost
Developer Eligible Activities	
Environmental Eligible Activities	\$142,600
Interest (17 yrs @ 2.5% simple interest)	\$34,671
Non-Environmental Eligible Activities	\$3,109,863
Interest (17 yrs @ 2.5% simple interest)	\$751,653
Work Plan Development and Approval	\$30,000
Developer Eligible Activities Cost	\$4,068,787
City Eligible Activities	
Non-Environmental Eligible Activities	\$3,490,000
Interest (17 yrs @ 2.5% simple interest)	\$1,693,585
City Eligible Activities Cost Total	\$5,183,585
Eligible Activity Subtotal	\$9,252,372
Administrative and Operating Cost	\$100,000
State Brownfield Fund	\$592,346
TOTAL	\$9,944,717

Additional detail is provided in Table 1.1: Environmental Eligible Activities and Table 1.2 Non-Environmental Eligible Activities.

Summary of Eligible Activities **MCL 125.2663(2)(b):**

Act 381 provides for the costs of certain Environmental and Non-Environmental Eligible Activities to be reimbursed through tax increment financing. The following is a summary of MDEQ Environmental Eligible Activities and MSF Non-Environmental Activities

MDEQ Environmental Eligible Activities

1. Baseline Environmental Assessment (BEA): BEA Activities include Phase I Environmental Site Assessments (ESAs), Phase II ESAs, and Baseline Environmental Assessments to provide an exemption for the developer and assigns from environmental liability for pre-existing contamination. Act 381 includes provisions for Baseline Environmental Activities to be conducted prior to the approval of a Brownfield Plan for local tax capture (Section 13b.(9)(b)) and for State tax capture without MDEQ approval (Section 13b.(8)(a-b)), as long as included in a subsequent Brownfield Plan.

A. Phase I ESA: A Phase I ESA has been conducted for all parcels proposed for acquisition by the developer, consistent with ASTM Standard E1527-13. The Phase I ESA includes a review of historical and current information, including regulatory agency files, historical maps, and past uses to evaluate the potential for contamination, a site inspection of both the grounds and the exterior and interior of buildings on the property, and interviews with individuals knowledgeable about the past use of the property to identify any Recognized Environmental Conditions (RECs). The Phase I report identified the following RECs:

1. Historical use and onsite operations, including auto repair, cigar box factory, pipe shop and paints;
2. Historic gasoline tank along the northern property boundary; and
3. Historic fill materials (river bank, former Boardman River bridge crossing).

B. Phase II ESA: A Phase II Environmental Site Assessment was conducted for the Eligible Property in March 2017 to investigate the RECs as part of the environmental due diligence process for property acquisition. The Phase I ESA identified the presence of metals and polynuclear aromatics (PNAs) in soils and PNAs in groundwater in excess of MDEQ Generic Cleanup Criteria (GCC). As a result, the property qualifies as Brownfield Eligible Property as a Part 201 Facility.

- C. Baseline Environmental Assessment: A Baseline Environmental Assessment (BEA) has been prepared on behalf of Envision Eighth, LLC to provide an exemption from environmental liability for pre-existing contamination. The BEA was completed in general accordance with the Michigan Department of Environmental Quality's (MDEQ's) "*Contents of BEA Report*," dated September 2015.
2. Due Care Investigation and Activities: While the BEA provides an exemption from environmental liability for pre-existing contamination, new purchasers have due care obligations to prevent exposure to or exacerbation of pre-existing contamination. Act 381 includes provisions for Due Care Investigation Activities to be conducted prior to the approval of a Brownfield Plan for local tax capture (Section 13b.(9)(b)) and for State tax capture without MDEQ approval (Section 13b.(8)(a,c)), as long as included in a subsequent Brownfield Plan. There are three primary due care activities proposed under this Brownfield Plan:
- A. Phase II ESA Investigation: Due to the historical presence of contaminated soils on the Eligible Property, and the likely existence of an Underground Storage Tank (UST), additional investigation will be required to determine if exposure pathways are complete and if mitigation measures are required.
- B. Due Care Plan Preparation: Following the completion of the Phase II ESA and determination of the redevelopment details of each future land use, the data summary and recommendations for meeting due care obligations will be included in a Due Care Plan. The Due Care Plan will describe the known contamination, proposed redevelopment activities, plans for mitigating unacceptable exposures and preventing exacerbation, recommendations for filing abandon container notices, notices to third parties who may be exposed to contamination (e.g., utility workers), and filing of Notices of Migration of Contamination, if necessary. In addition, an Environmental Construction Management

Plan will be prepared to detail measures to protect on-site workers and construction measures to meet due care obligations.

C. Due Care Exposure Pathway Mitigation: The Due Care Plan and Environmental Construction Management Plan will identify specific measures to be taken to address due care requirements. These activities could include: soil remediation; developing and implementing a soils management plan to safely relocate soils on the property; engineered barriers to prevent direct contact with soils or vapors; and/or institutional controls if necessary. These measures will be subject to approval of an Act 381 Work Plan by the MDEQ for State tax capture.

Other Activities

Brownfield Plan and Work Plan: The preparation and approval of the Brownfield Plan and Act 381 Work Plans are included as Eligible Activities. These costs are allocated between Environmental ("Department-Specific") Eligible Activities and Non-Environmental Eligible Activities.

Administrative and Operating Costs: An estimate of reasonable and actual administrative and operating costs of the Grand Traverse County Brownfield Redevelopment Authority (GTCBRA) is included as Eligible Activities. These costs are split between Environmental Eligible Activities and Non-Environmental Eligible Activities.

Interest: For the purposes of the Brownfield Plan financial analysis, interest is estimated for Developer Eligible Activities at 2.5% for 17 years and for City Eligible Activities at 5% for 20 years.

MSF Developmental Eligible Activities

1. *Lead and Asbestos Abatement*: NESHAP regulations require a lead and asbestos survey prior to demolition of commercial buildings to demonstrate Potential Asbestos Containing

Materials (PACMs) do not contain asbestos by properly testing materials in accordance with OSHA standards. Demolition or remodeling buildings that contain lead, cadmium and/or asbestos is subject to regulations to protect the health of the persons that may be affected. The scope of work includes lead and asbestos surveys, abatement, contract administration, and air monitoring to prevent a potential exposure to site workers or adjacent residents. Act 381 includes provisions for Baseline Environmental Activities to be conducted prior to the approval of a Brownfield Plan for local tax capture (Section 13b.(9)(b)) and for State tax capture without MDEQ approval (Section 13b.(8)(a-c)), as long as included in a subsequent Brownfield Plan.

2. *Demolition:* In preparation for site redevelopment, the existing building and associated infrastructure will be demolished and removed from the Eligible Property in Phase II. The scope of work includes engineering specifications, contractor procurement and demolition of buildings, foundations and unusable asphalt and infrastructure.
3. *Site Preparation:* Site preparation will consist of geotechnical engineering, temporary site and erosion control, removal of unsuitable soils and engineered fill, land balancing and grading, geotechnical measures, special foundations, and an urban stormwater system.
4. *Infrastructure:* Infrastructure will include underground parking, low-impact design stormwater improvements, canoe/kayak launch, Riverwalk, and Eighth Street improvements.

Estimate of Captured Taxable Value and Tax Increment Revenues MCL 125.2663(2)(c):

The initial taxable value for the Eligible Property will be set at the taxable value as of the approval date of this Brownfield Plan, anticipated to be in July, 2017. The initial taxable value established by this Brownfield Plan is based on the taxable value as of December 31, 2016 and is \$459,800.

The total Eligible Activity cost is \$6,772,463 (combined Environmental Eligible Activities and Non-Environmental Eligible Activities), plus an estimated \$2,479,909 in interest. The Brownfield Plan also includes \$100,000 in GTCBRA Administrative and Operating Costs, bringing the Maximum Eligible Activity Cost to \$9,252,372. The Brownfield Plan includes an allocation of 50% of the State Education Tax for the State Brownfield Fund, estimated to generate \$592,346. The overall investment for the Project is estimated at over \$10 million.

Table 2 identifies taxable values for real and personal property, including Brownfield Tax Increment Financing (TIF) revenues for the Eligible Property. The cash flow analysis for the project indicates payoff of the obligation in *thirty (30) years* from 2017. If there is available Brownfield TIF after the Eligible Activity obligation is met, an additional local tax capture for up to five years and state tax capture in an amount not to exceed that captured to repay the original obligation for MDEQ Environmental Eligible Costs will be deposited into the Local Brownfield Revolving Fund, as provided in Section 8 of Act 381, P.A. 1996 as amended.

Redevelopment of the property is anticipated to be initiated in Summer of 2017, with a twelve-month construction schedule. The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions. The estimated tax increment captured by the Authority is summarized in the table below and detailed in Table 2.

Estimated Tax Increment Capture by the Authority

Year	Total Tax Revenues	Captured Taxes	Year	Total Tax Revenues	Captured Taxes
2018	\$25,021	\$-	2033	\$389,247	\$346,987
2019	\$25,021	\$101,153	2034	\$398,353	\$355,662
2020	\$133,854	\$103,682	2035	\$407,686	\$364,553
2021	\$136,575	\$258,004	2036	\$417,253	\$373,667
2022	\$302,614	\$264,455	2037	\$427,059	\$383,009
2023	\$309,554	\$271,066	2038	\$437,109	\$392,584
2024	\$316,667	\$277,843	2039	\$447,412	\$402,399
2025	\$323,958	\$284,789	2040	\$457,971	\$412,459
2026	\$331,432	\$291,908	2041	\$468,795	\$422,770
2027	\$339,092	\$299,206	2042	\$479,890	\$433,339
2028	\$346,944	\$306,686	2043	\$491,261	\$444,173
2029	\$354,992	\$314,353	2044	\$502,917	\$455,277
2030	\$363,241	\$322,212	2045	\$514,865	\$466,659
2031	\$371,697	\$330,267	2046	\$527,111	\$478,326
2032	\$380,364	\$338,524	2047	\$539,663	\$448,703
			Total	\$10,967,617	\$9,944,717
			State Brownfield Fund		(\$592,346)
			Admin and Operating		(\$100,000)
			Balance		\$9,252,371

Method of Financing Plan Costs MCL 125.2663(2)(d):

Environmental Eligible Activity Costs and Non-Environmental Eligible Activity Costs will be financed by the Developer for private Eligible Activities and by the City of Traverse City for public Eligible Activities, with reimbursement from Brownfield TIF.

Maximum Amount of Note or Bond Indebtedness MCL 125.2663(2)(e):

The maximum amount of note or bond indebtedness for Public Eligible Activities is anticipated to be will be \$3,490,000.

Beginning Date and Duration of Capture MCL 125.2663(2)(f):

The proposed beginning date of capture is 2018, estimated to be the first year tax increment revenues are anticipated. The duration of the Brownfield Plan will be the time to capture taxes in an amount equal to the Eligible Activity obligation. As shown on Table 2.2, total costs of all Eligible Activities on the property redevelopment is expected to be repaid through tax increment financing within 30 years. If the Eligible Activity obligation is met before 30 years, an additional local tax capture for up to five years and state tax capture in an amount not to exceed that captured to repay the original obligation for MDEQ Environmental Eligible Costs will be deposited in the Local Brownfield Revolving Fund.

Estimate of Future Tax Revenues of Taxing Jurisdictions MCL 125.2663(2)(g):

Table 2.1 and 2.2 identify annual and total tax revenues projected for capture from the increase in property tax valuations. Individual tax levies within each taxing jurisdiction are also presented on Table 2.1. Table 3 presents the allocation of tax capture and the total tax increment for the maximum duration of the plan, 30 years. Taxing jurisdictions will continue to receive their attendant tax allocation for the project beyond the duration of the plan.

The total tax capture is estimated at \$9,352,372, plus an estimated \$592,346 for the State Brownfield Fund. After the Brownfield obligation is met, tax revenues will accrue to the taxing jurisdictions in an amount estimated at over \$434,000 per year on into the future.

Legal Description, Location, and Determination of Eligibility MCL 125.2663(2)(h):

Legal Description: The legal description of the eligible property follows:

Parcel Number	Address	Description	Qualifying Status
51-110-001-00	400 E. Eighth Street	LOT 1, HL & CO'S 8TH ADD., ALSO THT PRT OF LOT 1 SEC 10 T27N R11W COMM AT THE NW CORNER OF LOT 1, HANNAH, LAY & CO'S 8TH ADD; TH W 99 FT ALG THE S LINE OF 8TH ST; TH S20 FT; TH W TO E SHORE OF BOARDMAN RIVER, TH SELY ALG SHORE TO A POINT S OF POB; TH N TO POB. EXCEPT RIPARIAN AND FLOWAGE RIGHTS.	Part 201 Facility
51-646-001-00	408 E. Eighth Street	W 35 FT OF LOT 2 HANNAH LAY & CO'S 8TH ADD	Adjacent
51-646-002-00	414 E. Eighth Street	E 31 FT OF LOT 2 & ALL OF LOT 3 EX-CEPT THE E 40 FT THEREOF. HANNAH LAY & CO'S 8TH ADD.	Adjacent
51-646-003-00	416 E. Eighth Street	E 40 FT OF LOT 3 HANNAH LAY & CO'S 8TH ADD	Part 201 Facility

Location: Figure 1 depicts the location of the eligible property and Figure 2 depicts the eligible property boundaries.

Eligibility Determination: A Phase II Environmental Site Assessment was conducted for the Eligible Property in March 2017 as part of the environmental due diligence process for property acquisition. The Phase I ESA identified the presence of metals in soils on the eastern-most parcel (51-646-003-00) and metals and polynuclear aromatics (PNAs) in soils and PNAs in groundwater on the western-most parcel (51-110-001-00) in excess of MDEQ Generic Cleanup Criteria (GCC). The two middle parcels qualify as adjacent parcels. As a result, the property qualifies as Brownfield Eligible Property as a Part 201 Facility and adjacent parcels.

Personal Property: Personal Property is included as part of the Eligible Property.

Estimate of Number of Persons Residing on Eligible Property

MCL 125.2663(2)(i):

There are currently no residential dwellings or residences that occupy the Eligible Property.

Plan for Residential Relocation

MCL 125.2663(2)(j):

The Eligible Property does not currently contain any residential dwellings; therefore, a plan for residential relocation is not applicable.

Provision of Costs of Relocation

MCL 125.2663(2)(k):

The Eligible Property does not currently contain any residential dwellings; therefore, a provision for residential relocation has not been allocated.

Strategy to Comply with Relocation Assistance Act, 1972 PA 227

MCL 125.2663(2)(l):

The Eligible Property does not currently contain any residential dwellings; therefore, relocation is not necessary.

Other Material Required by the Authority or Governing Body

MCL 125.2663(2)(m):

None

Tables

Table 1.1 MDEQ Environmental Eligible Activities Costs

Table 1.2 MSF Developmental Eligible Activities Costs

Table 2. Cash Flow Statement

Table 3 Impact on Tax Jurisdictions

Figures

Figure 1 - Eligible Property Location Map

Figure 2 – Eligible Property Boundary Map

Figure 3 – Site Plan: Phase I

Figure 4 – Site Plan: Full Buildout

TABLE 1.1
MDEQ ELIGIBLE ACTIVITIES COSTS
EIGHTH AND BOARDMAN REDEVELOPMENT
GRAND TRAVERSE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
TRAVERSE CITY, GRAND TRAVERSE COUNTY, MICHIGAN

Eligible Activity Description	TOTAL ELIGIBLE ACTIVITIES
<i>Baseline Environmental Assessment Activities</i>	
Phase I ESA	\$2,000
Phase II ESA	\$15,000
Baseline Environmental Assessment	\$2,000
<i>Subtotal</i>	\$19,000
<i>Due Care (7a) Obligation Compliance Activities</i>	
Phase II Investigation to Support Due Care	\$25,000
Section 7A Compliance Analyses (Due Care Plans)	\$5,000
Due Care Response Activities/Exposure Pathway Mitigation	\$0
Disposal of Soil/Groundwater During Construction	\$75,000
<i>Subtotal</i>	\$105,000
<i>Subtotal Totals</i>	\$124,000
<i>Contingencies (15%)</i>	\$18,600
ENVIRONMENTAL ELIGIBLE ACTIVITIES SUBTOTAL	\$142,600
INTEREST	\$34,671
<i>Brownfield Plan and Work Plan Development and Approval</i>	\$5,000
ENVIRONMENTAL ELIGIBLE ACTIVITIES SUBTOTAL	\$182,271
<i>Administrative and Operation Costs*</i>	<u>\$20,000</u>
<i>Subtotal</i>	
ELIGIBLE ACTIVITIES SUBTOTAL	\$202,271

*Local Tax Capture Only

TABLE 1.2
MSF ELIGIBLE ACTIVITIES COSTS
EIGHTH AND BOARMAN REDEVELOPMENT
GRAND TRAVERSE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
TRAVERSE CITY, GRAND TRAVERSE COUNTY, MICHIGAN

Eligible Activity Description	TOTAL ELIGIBLE ACTIVITIES
Lead and Asbestos Abatement	
Survey	\$4,000
Monitoring	\$6,000
Abatement	\$30,000
<i>Subtotal</i>	\$40,000
Demolition	
Site Demolition	\$30,000
Building Demolition	\$100,000
<i>Subtotal</i>	\$130,000
Site Preparation	
Staking	\$15,000
Geotechnical Engineering	\$11,250
Clearing and Grubbing	\$4,000
Temporary Facilities	\$82,200
Excavation for Unstable Soils	\$87,363
Fill	\$15,250
Special Foundations	\$227,500
Dewatering	\$80,000
Grading and Land Balance	\$63,510
Temporary Sheet piling and Shoring	\$168,000
Soft Costs	\$93,480
<i>Subtotal</i>	\$847,553
Private Infrastructure	
Vertical/Underground Parking	\$846,000
Urban Stormwater Management System: Low Impact Design	\$150,000
Urban Stormwater Management System: Green Roof	\$524,966
Canoe Launches	\$30,000
Soft Costs	\$135,710
<i>Subtotal</i>	\$1,686,676
Subtotal Totals	\$2,704,229
Contingencies (15%)	\$405,634
Brownfield Plan and Work Plan Development and Approval	\$25,000
PRIVATE MSF ELIGIBLE ACTIVITIES SUBTOTAL	\$3,134,863
INTEREST (2.5% for 17 years)	\$751,653
MSF PRIVATE ELIGIBLE ACTIVITIES SUBTOTAL	\$3,886,516
Public Infrastructure - City of Traverse City	
Eighth Street Improvements	\$2,800,000
Riverwalk	\$600,000
Contingency (15%)	\$90,000
PUBLIC MSF ELIGIBLE ACTIVITIES SUBTOTAL	\$3,490,000
INTEREST (5% for 20 years)	\$1,693,585
MSF PUBLIC ELIGIBLE ACTIVITIES SUBTOTAL	\$5,183,585
MSF ELIGIBLE ACTIVITIES SUBTOTAL	\$9,070,100
Administrative and Operation Costs*	\$80,000
MSF ELIGIBLE ACTIVITIES TOTAL	\$9,150,100

*Local Tax Capture Only

Table 2.2 - Tax Incremental Revenue Reimbursement Allocation Table
Eighth and Boardman Redevelopment
Traverse City, Michigan 49686

Maximum Reimbursement	Proportionality	School & Local Taxes	State Brownfield Fund	LBRF	Local-Only Taxes	Total
State	47.5%	\$ 4,390,498	\$ 592,346	-	-	\$ 4,982,844
Local	52.5%	\$ 4,861,873	-	-	\$ 100,000	\$ 4,961,873
TOTAL	100.0%	\$ 9,252,372	\$ 592,346	-	-	\$ 9,844,717
MDEQ		\$ 182,271				
MSF		\$ 9,070,100				
TOTAL		\$ 9,252,372				

Estimated Total Years of Capture: 30

Estimated Capture	\$ 9,252,372
Administrative Fees	\$ 100,000
State Revolving Fund	\$ 592,346
LSRF	\$ -
TOTAL	\$ 9,944,717

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Calendar Year	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Total State Incremental Revenue	\$ -	\$ -	\$ 48,000	\$ 122,430	\$ 125,491	\$ 126,628	\$ 131,844	\$ 135,140	\$ 138,518	\$ 141,981	\$ 145,531	\$ 149,169	\$ 152,898	\$ 156,721	\$ 160,639	\$ 164,655
State Brownfield Revolving Fund (50% of SET)	\$ -	\$ -	\$ 6,000	\$ 15,304	\$ 15,686	\$ 16,079	\$ 16,480	\$ 16,892	\$ 17,315	\$ 17,748	\$ 18,191	\$ 18,646	\$ 19,112	\$ 19,589	\$ 20,080	\$ 20,582
State TIR Available for Reimbursement	\$ -	\$ -	\$ 42,000	\$ 107,126	\$ 109,804	\$ 110,550	\$ 115,363	\$ 118,247	\$ 121,204	\$ 124,234	\$ 127,339	\$ 130,523	\$ 133,786	\$ 137,131	\$ 140,559	\$ 144,073
Total Local Incremental Revenue	\$ -	\$ -	\$ 51,153	\$ 54,482	\$ 135,574	\$ 138,964	\$ 142,438	\$ 145,999	\$ 149,649	\$ 153,390	\$ 157,225	\$ 161,155	\$ 165,184	\$ 169,314	\$ 173,547	\$ 177,885
BRF Administrative Fee	\$ -	\$ -	\$ 1,595	\$ 1,616	\$ 4,067	\$ 4,169	\$ 4,273	\$ 4,380	\$ 4,489	\$ 4,602	\$ 4,717	\$ 4,835	\$ 4,956	\$ 5,079	\$ 5,206	\$ 5,337
Local TIR Available for Reimbursement	\$ -	\$ -	\$ 51,559	\$ 52,848	\$ 131,507	\$ 134,795	\$ 138,165	\$ 141,619	\$ 145,159	\$ 148,788	\$ 152,508	\$ 156,321	\$ 160,229	\$ 164,234	\$ 168,340	\$ 172,549
Total State & Local TIR Available	\$ -	\$ -	\$ 99,559	\$ 218,633	\$ 244,599	\$ 250,714	\$ 256,982	\$ 263,407	\$ 269,992	\$ 276,742	\$ 283,640	\$ 290,752	\$ 298,020	\$ 305,471	\$ 313,108	\$ 320,935
DEVELOPER																
Developer Reimbursement	\$ -	\$ -	\$ 91,559	\$ 95,898	\$ 238,633	\$ 244,599	\$ 250,714	\$ 256,982	\$ 263,407	\$ 269,992	\$ 276,742	\$ 283,640	\$ 290,752	\$ 298,020	\$ 305,471	\$ 313,108
Developer Reimbursement Balance	\$ -	\$ -	\$ 91,559	\$ 95,898	\$ 238,633	\$ 244,599	\$ 250,714	\$ 256,982	\$ 263,407	\$ 269,992	\$ 276,742	\$ 283,640	\$ 290,752	\$ 298,020	\$ 305,471	\$ 313,108
CITY																
City Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSF Non-Environmental Costs																
MSF Non-Environmental Costs	\$ 9,070,100	\$ -	\$ 91,716	\$ 239,992	\$ 239,992	\$ 239,992	\$ 245,775	\$ 251,970	\$ 258,218	\$ 264,673	\$ 271,290	\$ 278,072	\$ 285,024	\$ 292,149	\$ 299,453	\$ 306,940
State Tax Reimbursement	\$ 4,304,006	\$ -	\$ 41,173	\$ 42,202	\$ 105,016	\$ 107,641	\$ 110,332	\$ 113,091	\$ 115,918	\$ 118,816	\$ 121,786	\$ 124,831	\$ 127,952	\$ 131,150	\$ 134,428	\$ 137,790
Local Tax Reimbursement	\$ 4,766,095	\$ -	\$ 50,543	\$ 51,807	\$ 128,916	\$ 132,139	\$ 135,443	\$ 138,879	\$ 142,300	\$ 145,857	\$ 149,504	\$ 153,241	\$ 157,072	\$ 160,999	\$ 165,024	\$ 169,150
Total MSF Reimbursement Balance	\$ 9,070,100	\$ -	\$ 91,716	\$ 239,992	\$ 239,992	\$ 239,992	\$ 245,775	\$ 251,970	\$ 258,218	\$ 264,673	\$ 271,290	\$ 278,072	\$ 285,024	\$ 292,149	\$ 299,453	\$ 306,940
State MSF Balance to Be Reimbursed	\$ 4,304,006	\$ -	\$ 4,762,833	\$ 4,220,631	\$ 4,115,615	\$ 4,007,974	\$ 3,897,642	\$ 3,784,551	\$ 3,668,633	\$ 3,549,818	\$ 3,428,031	\$ 3,303,200	\$ 3,175,249	\$ 3,044,098	\$ 2,909,669	\$ 2,771,879
Local MSF Balance to Be Reimbursed	\$ 4,766,095	\$ -	\$ 4,715,552	\$ 4,663,745	\$ 4,534,828	\$ 4,402,689	\$ 4,267,246	\$ 4,128,417	\$ 3,986,118	\$ 3,840,260	\$ 3,690,757	\$ 3,537,516	\$ 3,380,443	\$ 3,219,444	\$ 3,054,420	\$ 2,885,271
MDEQ Environmental Costs																
MDEQ Environmental Costs	\$ 182,271	\$ -	\$ 1,843	\$ 7,889	\$ 4,701	\$ 4,819	\$ 4,939	\$ 5,063	\$ 5,189	\$ 5,319	\$ 5,452	\$ 5,588	\$ 5,728	\$ 5,871	\$ 6,018	\$ 6,172
State Tax Reimbursement	\$ 86,492	\$ -	\$ 827	\$ 848	\$ 2,110	\$ 2,163	\$ 2,217	\$ 2,273	\$ 2,329	\$ 2,388	\$ 2,447	\$ 2,509	\$ 2,571	\$ 2,636	\$ 2,701	\$ 2,769
Local Tax Reimbursement	\$ 95,779	\$ -	\$ 1,016	\$ 1,041	\$ 2,591	\$ 2,655	\$ 2,722	\$ 2,790	\$ 2,860	\$ 2,931	\$ 3,004	\$ 3,080	\$ 3,156	\$ 3,235	\$ 3,316	\$ 3,399
Total MDEQ Reimbursement Balance	\$ 182,271	\$ -	\$ 1,843	\$ 7,889	\$ 4,701	\$ 4,819	\$ 4,939	\$ 5,063	\$ 5,189	\$ 5,319	\$ 5,452	\$ 5,588	\$ 5,728	\$ 5,871	\$ 6,018	\$ 6,172
State MDEQ Balance to Be Reimbursed	\$ 86,492	\$ -	\$ 85,665	\$ 84,817	\$ 82,707	\$ 80,543	\$ 78,326	\$ 76,054	\$ 73,724	\$ 71,336	\$ 68,889	\$ 66,380	\$ 63,809	\$ 61,174	\$ 58,472	\$ 55,703
Local MDEQ Balance to Be Reimbursed	\$ 95,779	\$ -	\$ 94,763	\$ 93,722	\$ 91,131	\$ 88,476	\$ 85,754	\$ 82,964	\$ 80,104	\$ 77,173	\$ 74,169	\$ 71,089	\$ 67,933	\$ 64,697	\$ 61,381	\$ 57,987
Local Only Costs																
Local Only Costs	\$ 100,000	\$ -	\$ 1,595	\$ 1,634	\$ 4,067	\$ 4,169	\$ 4,273	\$ 4,380	\$ 4,489	\$ 4,602	\$ 4,717	\$ 4,835	\$ 4,956	\$ 5,079	\$ 5,206	\$ 5,337
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Only Reimbursement Balance	\$ 100,000	\$ -	\$ 1,595	\$ 1,634	\$ 4,067	\$ 4,169	\$ 4,273	\$ 4,380	\$ 4,489	\$ 4,602	\$ 4,717	\$ 4,835	\$ 4,956	\$ 5,079	\$ 5,206	\$ 5,337
Total Annual Reimbursement	\$ 100,000	\$ 96,405	\$ 96,771	\$ 92,706	\$ 88,535	\$ 84,262	\$ 79,882	\$ 75,392	\$ 70,791	\$ 66,074	\$ 61,239	\$ 56,284	\$ 51,204	\$ 45,988	\$ 40,661	\$ 35,191
LOCAL BROWNFIELD REVOLVING FUND																
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from DEQ & Local TIR only.

Footnotes:

Table 2.2 – Tax Incremental Revenue Reimbursement Allocation Table
Eighth and Boardman Redevelopment
Traverse City, Michigan 49686

Plan Year	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
Calendar Year	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
Total State Incremental Revenue	\$ 168,771	\$ 172,990	\$ 177,315	\$ 181,748	\$ 186,292	\$ 190,949	\$ 195,723	\$ 200,616	\$ 205,631	\$ 210,772	\$ 216,041	\$ 221,442	\$ 226,978	\$ 232,653	\$ 4,738,766
State Brownfield Revolving Fund (50% of SET)	\$ 21,966	\$ 21,024	\$ 21,024	\$ 21,024	\$ 21,024	\$ 21,024	\$ 21,024	\$ 21,024	\$ 21,024	\$ 21,024	\$ 21,024	\$ 21,024	\$ 21,024	\$ 21,024	\$ 392,346
State TIR Available for Reimbursement	\$ 146,805	\$ 151,966	\$ 156,291	\$ 160,724	\$ 165,274	\$ 169,925	\$ 174,700	\$ 179,592	\$ 184,607	\$ 189,748	\$ 194,917	\$ 199,918	\$ 204,954	\$ 209,629	\$ 4,346,420
Total Local Incremental Revenue	\$ 186,891	\$ 191,563	\$ 196,339	\$ 201,261	\$ 206,292	\$ 211,450	\$ 216,736	\$ 222,154	\$ 227,708	\$ 233,401	\$ 239,236	\$ 245,217	\$ 251,347	\$ 257,622	\$ 5,205,951
BEA Administrative Fee	\$ 5,607	\$ 5,747	\$ 5,891	\$ 6,038	\$ 6,189	\$ 6,344	\$ 6,500	\$ 6,658	\$ 6,818	\$ 6,980	\$ 7,144	\$ 7,309	\$ 7,476	\$ 7,645	\$ 100,000
Local TIR Available for Reimbursement	\$ 181,284	\$ 185,816	\$ 190,448	\$ 195,223	\$ 200,104	\$ 205,106	\$ 210,236	\$ 215,496	\$ 220,890	\$ 226,421	\$ 232,092	\$ 237,908	\$ 243,871	\$ 249,977	\$ 5,105,951
Total State & Local TIR Available	\$ 328,089	\$ 337,782	\$ 346,739	\$ 356,943	\$ 366,376	\$ 375,935	\$ 385,626	\$ 395,466	\$ 405,455	\$ 415,592	\$ 425,873	\$ 436,299	\$ 446,875	\$ 457,601	\$ 9,252,371
DEVELOPER															
Developer Reimbursement	\$ 266,315	\$ 271,024	\$ 275,733	\$ 280,442	\$ 285,151	\$ 289,860	\$ 294,569	\$ 299,278	\$ 303,987	\$ 308,696	\$ 313,405	\$ 318,114	\$ 322,823	\$ 327,532	\$ 4,058,797
Developer Reimbursement Balance	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
CITY															
City Reimbursement	\$ 62,644	\$ 64,512	\$ 66,380	\$ 68,248	\$ 70,116	\$ 71,984	\$ 73,852	\$ 75,720	\$ 77,588	\$ 79,456	\$ 81,324	\$ 83,192	\$ 85,060	\$ 86,928	\$ 1,000,000
City Reimbursement Balance	\$ 5,120,941	\$ 4,783,759	\$ 4,438,146	\$ 4,092,533	\$ 3,746,920	\$ 3,401,307	\$ 3,055,694	\$ 2,710,081	\$ 2,364,468	\$ 2,018,855	\$ 1,673,242	\$ 1,327,629	\$ 982,016	\$ 636,403	\$ 5,183,985
MSF Non-Environmental Costs															
State Tax Reimbursement	\$ 144,766	\$ 146,385	\$ 148,004	\$ 149,623	\$ 151,242	\$ 152,861	\$ 154,480	\$ 156,099	\$ 157,718	\$ 159,337	\$ 160,956	\$ 162,575	\$ 164,194	\$ 165,813	\$ 3,412,950
Local Tax Reimbursement	\$ 177,713	\$ 182,156	\$ 186,599	\$ 191,042	\$ 195,485	\$ 199,928	\$ 204,371	\$ 208,814	\$ 213,257	\$ 217,700	\$ 222,143	\$ 226,586	\$ 231,029	\$ 235,472	\$ 1,880,824
Total MSF Reimbursement Balance	\$ 5,020,059	\$ 4,689,518	\$ 4,350,715	\$ 4,011,912	\$ 3,673,109	\$ 3,334,306	\$ 2,995,503	\$ 2,656,700	\$ 2,317,897	\$ 1,979,094	\$ 1,640,291	\$ 1,301,488	\$ 962,685	\$ 623,882	\$ 0
State MSF Balance to Be Reimbursed	\$ 2,485,879	\$ 2,337,494	\$ 2,189,109	\$ 2,040,724	\$ 1,892,339	\$ 1,743,954	\$ 1,595,569	\$ 1,447,184	\$ 1,298,799	\$ 1,150,414	\$ 1,002,029	\$ 853,644	\$ 705,259	\$ 556,874	\$ 0
Local MSF Balance to Be Reimbursed	\$ 2,534,180	\$ 2,352,024	\$ 2,165,315	\$ 1,978,606	\$ 1,791,897	\$ 1,605,188	\$ 1,418,479	\$ 1,231,770	\$ 1,045,061	\$ 858,352	\$ 671,643	\$ 484,934	\$ 298,225	\$ 111,508	\$ 0
MDEQ Environmental Costs															
State Tax Reimbursement	\$ 6,480	\$ 6,642	\$ 6,804	\$ 6,966	\$ 7,128	\$ 7,290	\$ 7,452	\$ 7,614	\$ 7,776	\$ 7,938	\$ 8,100	\$ 8,262	\$ 8,424	\$ 8,586	\$ 8,748
Local Tax Reimbursement	\$ 2,909	\$ 2,982	\$ 3,055	\$ 3,128	\$ 3,201	\$ 3,274	\$ 3,347	\$ 3,420	\$ 3,493	\$ 3,566	\$ 3,639	\$ 3,712	\$ 3,785	\$ 3,858	\$ 3,931
Total MDEQ Reimbursement Balance	\$ 100,882	\$ 94,240	\$ 87,598	\$ 80,956	\$ 74,314	\$ 67,672	\$ 61,030	\$ 54,388	\$ 47,746	\$ 41,104	\$ 34,462	\$ 27,820	\$ 21,178	\$ 14,536	\$ 0
State MDEQ Balance to Be Reimbursed	\$ 49,956	\$ 46,974	\$ 43,992	\$ 40,999	\$ 37,999	\$ 34,999	\$ 31,999	\$ 28,999	\$ 25,999	\$ 22,999	\$ 19,999	\$ 16,999	\$ 13,999	\$ 10,999	\$ 0
Local MDEQ Balance to Be Reimbursed	\$ 50,926	\$ 47,266	\$ 43,606	\$ 39,957	\$ 36,315	\$ 32,673	\$ 29,031	\$ 25,389	\$ 21,747	\$ 18,105	\$ 14,463	\$ 10,821	\$ 7,179	\$ 3,537	\$ 0
Local Only Costs															
Local Tax Reimbursement	\$ 5,607	\$ 5,747	\$ 5,891	\$ 6,038	\$ 6,189	\$ 6,344	\$ 6,500	\$ 6,658	\$ 6,818	\$ 6,980	\$ 7,144	\$ 7,309	\$ 7,476	\$ 7,645	\$ 100,000
Total Local Only Reimbursement Balance	\$ 29,585	\$ 23,838	\$ 17,947	\$ 11,909	\$ 5,720	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total Annual Reimbursement	\$ 328,089	\$ 337,782	\$ 346,739	\$ 356,943	\$ 366,376	\$ 375,935	\$ 385,626	\$ 395,466	\$ 405,455	\$ 415,592	\$ 425,873	\$ 436,299	\$ 446,875	\$ 457,601	\$ 9,252,371
LOCAL BROWNFIELD REVOLVING FUND															
LBRF Deposits	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
State Tax Capture	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Local Tax Capture	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total LBRF Capture	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

* Up to five years of capture for LBRF Deposits taken from DEQ & Local TIR only.

Footnotes:

TABLE 3 IMPACT ON TAXING JURISDICTIONS

BROWNFIELD PLAN - THIRTY YEAR DURATION

EIGHTH AND BOARDMAN REDEVELOPMENT

GRAND TRAVERSE COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

	Millages		Percent Allocation	Total Capture		Total Revenues
	Total			\$9,944,717		\$1,575,428
<i>City of Traverse City</i>						
Allocated	11.1167					
Voted - Fire Ambulance	2.3200					
<i>Grand Traverse County</i>						
Allocated	4.9230					
Veterans	0.1200					
Roads	0.9997					
Seniors	0.5997					
BATA	0.3447	0.3447	1.30%	\$67,521		\$20,433
<i>Rec Authority</i>	0.0994	0.0994	0.37%	\$19,471		\$5,892
<i>Library</i>	0.9544	0.9544	3.59%	\$186,952		\$56,575
<i>Northwestern Michigan College</i>		2.1692	8.16%	\$424,912		\$128,587
Operating	2.1692					
Debt	0.7400					\$0
<i>Traverse City Area Public Schools</i>			0.00%			
<i>School Debt*</i>	3.1000					
TBAISD	2.9299	2.9299	11.02%	\$573,921		\$173,680
DDA						
Local Taxes Total	30.4167	26.5767	100.00%	\$5,205,951		\$1,575,428
State Taxes		24.0000		\$4,146,420		\$934,437
School Operating	18.0000					
State Educ Tax	3.0000					
State Brownfield Fund	3.0000			\$592,346		
Total	42.6816	33.8753		\$9,944,717		\$8,087,543

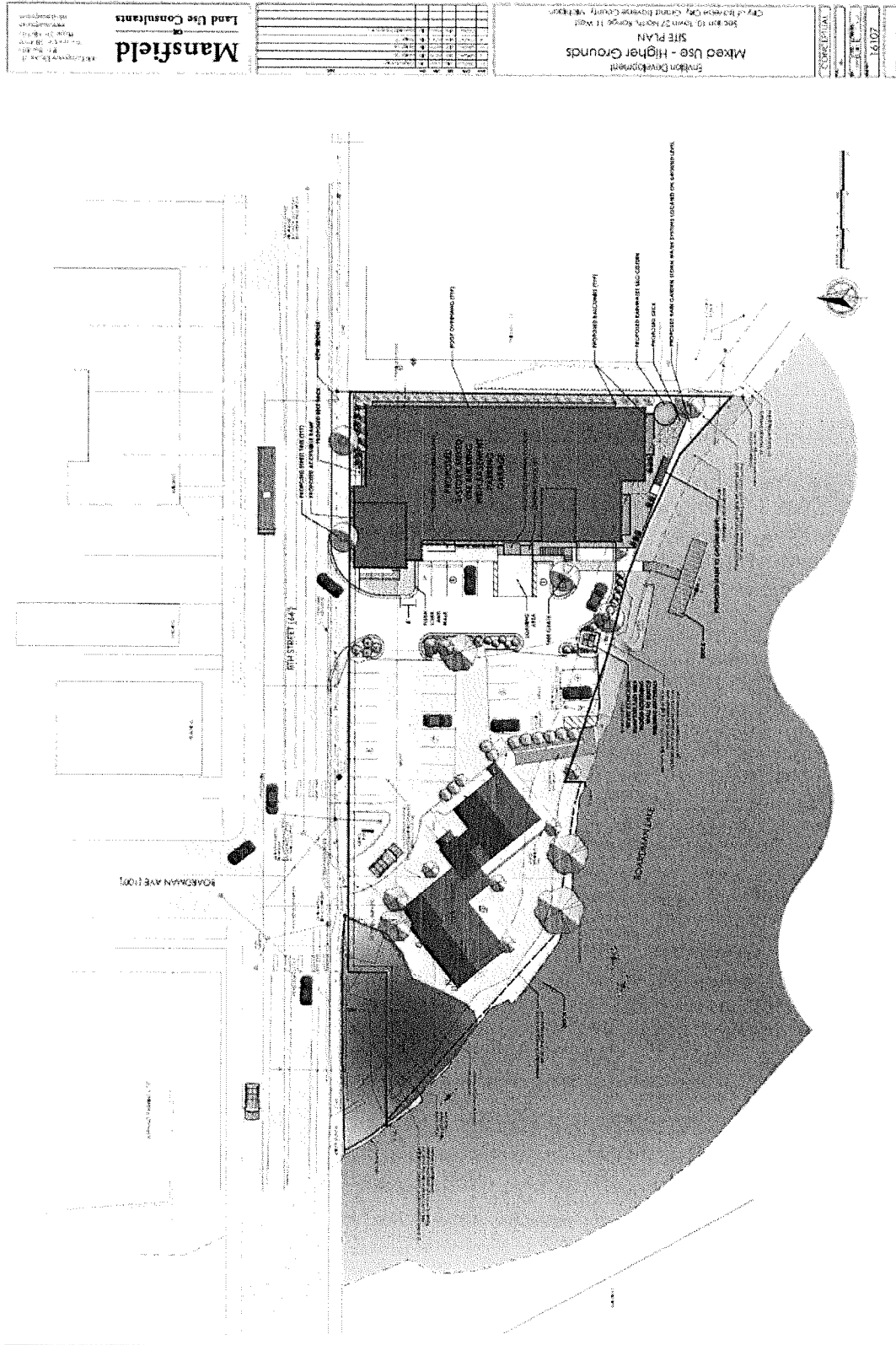
* Debt Millage not captured as part of brownfield plan



Eighth and Boardman Redevelopment Brownfield Plan	Figure 1: Site Location
Grand Traverse County Brownfield Redevelopment Authority	Date: July 2017



Eighth and Boardman Redevelopment Brownfield Plan	Figure 2: Eligible Property Boundaries
Grand Traverse County Brownfield Redevelopment Authority	Date: July 2017



<p>Eighth and Boardman Redevelopment Brownfield Plan</p>	<p>Figure 3: Phase I</p>
<p>Grand Traverse County Brownfield Redevelopment Authority</p>	<p>Date: July 2017</p>

GRAND TRAVERSE COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (GTCBRA)

Minutes of January 30, 2020

Vice Chairman Radtke called the meeting to order at 8:00 a.m. in the Commission Chambers, located on the second floor of the Governmental Center, 400 Boardman Avenue, Traverse City, Michigan, and led the Pledge of Allegiance.

Members Present: Katy Bertodatto, John Peck, Tim Werner, Ron Clous, Marvin Radtke,
Heidi Scheppe, County Treasurer
Excused: Gary Howe
Others Present: Lydia Barbash-Riley, Anne Jaimeson, Lisa Emery

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT None.

AGENDA APPROVAL:

MOVED by Clous, seconded by Bertodatto, to approve the agenda as presented. **APPROVED** unanimously.

CONSENT CALENDAR

- a. Approval of Minutes of January 31, 2020 Meeting Minutes (Page(s) 3 to 5)
- b. Approval to pay invoices (Administrative payables listing) (Pages (s) 6 to 13)
- c. Receive and File – none

MOVED by Werner, seconded by Clous, to approve the consent calendar. **APPROVED** unanimously.

SPECIAL ORDERS OF BUSINESS

None

DEPARTMENTAL ITEMS

- a. Treasurer
 - 1) Trial Balance/Monthly Brownfield Activity Sheet presented by Scheppe (Page(s) 14-21)
- b. Legal Counsel - Updates and presentation of Development and Reimbursement Agreement and associated waiver for 8th and Boardman for approval (Page(s) 22-44) presented by Lydia Barbash-Riley

MOVED by Bertodatto, seconded by Werner, to approve the Development and Reimbursement Agreement and associated waiver for the 8th and Boardman Redevelopment Brownfield Plan.

Ayes: Radtke, Bertodatto, Peck, Werner

Absent: Howe

Nays: Clous

MOTION CARRIES

- c. Administration – Notice of consideration for EGLE Grant/Loan for 124 W. Front Street Presented by Anne Jamieson, discussion of application for a Grant/Loan through EGLE for a new project at 124 W Front Street.
- d. Lydia Barbash-Riley made the Board aware that regarding Invision 8th, there would be a proposed TIF assignment between a private developer and a bank presented next month.

OLD BUSINESS

- a. None

NEW BUSINESS

- a. Consideration and approval of the Park Place Brownfield Plan eligible activity reimbursement request by the DDA (Page(s) 45-56)
Presented by Anne Jamieson

MOVED by Werner, seconded by Werner, to approve the reimbursement of eligible activities to the DDA in the amount of \$55,000.00 incurred in the streetscape improvements.

Ayes: Radtke, Bertodatto, Peck, Werner

Absent: Howe

Nays: Clous

MOTION CARRIES

PUBLIC COMMENT/INPUT

None

ADDITIONAL BOARD COMMENTS

Discussion of subcommittee that was created at the last meeting regarding updating policies and guidance document. This guidance document will be provided to developers who are interested in contemplating doing Brownfields within the County. The BRA Board will have an opportunity to look at the current policies and bring any questions to Anne Jamieson and the subcommittee. The subcommittee will take all into consideration and bring back the new policies and procedures to present to the Board.

NOTICES

Next GTCBRA meeting is scheduled for Thursday, March 26, 2020 @ 8:00 a.m.

SPECIAL MATTERS:

ADJOURNMENT

MOVE to adjourn by Clous, seconded by Bertodatto, at 8:39 a.m. **APPROVED** unanimously.

Date

Gary Howe, Chairperson